

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
CHIQUITA FRESH NORTH AMERICA, LLC,
DOLE FRESH FRUIT COMPANY,
S. KATZMAN PRODUCE INC., and
KATZMAN BERRY CORP.,

Plaintiffs,

- against -

LONG ISLAND BANANA CORP., SUFFOLK
BANANA CO., INC., and THOMAS J. HOEY,

Defendants.
-----X

Case No. 2:14-cv-982 (ADS)(AKT)

**DECLARATION IN SUPPORT
OF PACA TRUST CLAIM OF
DEL MONTE FRESH
PRODUCE NA., INC.**

I, Julio Garriga, declare as follows:

1. I am the Manager, Credit & Collections of Del Monte Fresh Produce N.A, Inc. (hereinafter referred to as "Claimant"), and am a custodian of the books and records of Claimant. I file this Declaration and declare under penalty of perjury that the following are true statements and that the attached documents are true and correct copies, or original documents, which are filed with this Declaration for the purpose of supporting Claimant's PACA claim as a beneficiary of the trust created by virtue of Claimant's sale and delivery of perishable agricultural commodities ("produce") to (check as applicable):

☒ Long Island Banana Corp. ("LIB")

☐ Suffolk Banana Corp. ("Suffolk")

pursuant to the Perishable Agricultural Commodities Act ("PACA"), 7 U.S.C. §499a, *et. seq.* and the Code of Federal Regulations implementing the PACA promulgated by the Secretary of the United States Department of Agriculture ("USDA"), 7 C.F.R. §46.46. I am authorized to make this

Declaration and am competent to testify at trial, if necessary, regarding the statements made in this Declaration.

2. Claimant (check one of the following):

☒ is licensed by the USDA-PACA and currently holds valid PACA license number 19143736, and was so validly licensed during the period applicable to the transactions which are the subject of this claim.

☐ is not licensed by the USDA-PACA, and was not so licensed during the period applicable to the transactions which are the subject of this claim.

3. The sales transactions between Claimant and LIB and/or Suffolk were based on the following payment term (check one of the following, if Claimant sold to both companies and terms differed, please specify):

☒ Payment was due within ten (10) days after the day on which the produce was accepted as provided for in the PACA Regulations, 7 C.F.R. §46.2(aa)(5).

☐ On ____-day written payment terms from the date of (check one):

☐ shipment, ☐ invoice, ☐ delivery, ☐ acceptance. True and accurate copies of the written agreements, if any, providing for such payment terms are attached to this Declaration as Exhibit ____.

4. Claimant sold and delivered produce on credit to LIB and/or Suffolk as described in the chart attached to this Declaration as Exhibit A ("Trust Chart"). In each instance, the produce was received and accepted by LIB and/or Suffolk and no adjustments have been made on the invoice amount except as listed. True and accurate copies of all relevant invoices are attached to this Declaration as Exhibit B.

In the Trust Chart, "Invoice Number" refers to the number under which the commodity was sold to LIB or Suffolk. "Transaction Date" refers to the date which begins the payment term between the parties. (For example, if the payment term is the regulatory ten [10] days from acceptance terms, the date would be the date the produce was accepted by LIB or Suffolk; if the payment term is a written twenty-one [21] days from shipment, the date would be the date of shipment.) "Invoice Date" refers to the date Claimant issued the invoice. "Payment Due Date" refers to the date payment was due based upon the payment terms between parties. If the Claimant claims trust status by virtue of a notice included in the invoice, the "Date Notice Given" refers to the date of the invoice; if the Claimant claims trust status by virtue of a Notice of Intent to Preserve Trust Benefits (hereinafter "Trust Notice"), the "Date Notice Given" refers to the date the Trust Notice was delivered to LIB or Suffolk. "Elapsed Days" refers to the total number of days after the payment due date the Trust Notice was given to LIB or Suffolk, if applicable. "Invoice Amount Due" refers to the amount owed and remaining unpaid, whether or not it qualifies for trust protection. "PACA Trust Amount" refers to the amount owed and remaining unpaid qualifying for trust protection pursuant to the provisions of the PACA.

5. Claimant preserved its PACA trust interest against LIB and/or Suffolk (check one of the following, if Claimant sold to both companies and process differed, please specify):

- ☐ by serving Trust Notices upon LIB and/or Suffolk pursuant to 7 U.S.C. §499e(c)(3); or
- ☒ by including the statutorily required language on Claimant's invoice or other billing statement pursuant to 7 U.S.C. §499e(c)(4).

6. On the Invoice Date indicated on the Trust Chart and appearing on each of the invoices, each invoice was sent to LIB and/or Suffolk via (check as applicable, if Claimant sold to both companies and process differed, please specify):

- ☒ U.S. Mail
- ☐ Hand-Delivery
- ☐ Facsimile
- ☐ Email
- ☐ Other: _____ (specify).

True and accurate copies of all unpaid invoices are attached hereto as Exhibit B.

7. Claimant sent Trust Notices, if applicable, to LIB and/or Suffolk via (check as applicable, if Claimant sold to both companies and process differed, please specify):

- ☐ U.S. Mail
- ☐ Hand-Delivery
- ☐ Facsimile
- ☐ Email
- ☐ Other: _____ (specify),

on the following dates: _____.

True and accurate copies of all Trust Notices, if applicable, are attached hereto as Exhibit ____.

8. The total amount past due and unpaid from LIB and/or Suffolk is as follows:

☒ Amount due from LIB: \$31,008.00 in unpaid principal, plus \$1,621.67 in interest as of April 18, 2014 and \$15.29 per day thereafter, plus attorneys' fees and costs, all of which qualifies for PACA trust protection.

[] Amount due from Suffolk: \$_____, of which
\$_____ qualifies for PACA trust protection.

9. Claimant provides the following PACA trust chart, USDA PACA License Verification, Unpaid Invoices, Statement of Account, and Bills of Lading annexed hereto as Exhibits A and B, that it believes may be necessary and helpful for the just determination of its claim.

I understand that the penalty for presenting a fraudulent claim is a fine of not more than Five Thousand Dollars (\$5,000.00) or imprisonment for not more than five (5) years, or both. 18 U.S.C. §152.

I declare under the penalty of perjury, under the laws of the United States of America and the State of Florida, that the foregoing is true and correct based on my personal knowledge.

Executed April 8th, 2014, at Coral Gables, State of Florida.



Julio Garriga
Manager, Credit & Collections
Del Monte Fresh Produce N.A., Inc.

CERTIFICATE OF SERVICE

A copy of the foregoing Declaration in Support of PACA Trust Claim of Del Monte Fresh Produce N.A., Inc. was electronically filed and served to all registered counsel of record through the Court's ECF system this 18th day of April 2014.

/s/ Ryan M. Gembala
Ryan M. Gembala
Pro Hac Vice (applied)
Martyn and Associates
820 Superior Avenue, N.W.
Tenth Floor
Cleveland, Ohio 44113
(216) 861-4700 - telephone
(216) 861-4703 - facsimile
rgembala@martynlawfirm.com

One of the Attorneys for Intervening Plaintiff
Del Monte Fresh Produce N.A., Inc.

EXHIBIT A

PACA TRUST CHART

PACA Trust Creditor: Del Monte Fresh Produce N.A., Inc.

NAME OF DEBTOR/DEFENDANT Long Island Banana Corp., et al.
COURT and CASE NUMBER U.S.D.C., E.D. NY; 2:14-cv-982 (ADS)(AKT)

Invoice Number	Date of Invoice	Date Notice Given	Payment Due Date	Invoice Amount Due	Number of Days Overdue 4/18/14	Accrued Interest through 4/18/14*	PACA Trust Amount
8154031	12/2/13	12/2/13	12/12/13	\$11,616.00	127	\$727.51	\$12,343.51
8160780	12/27/13	12/27/13	1/6/14	\$9,696.00	102	\$487.72	\$10,183.72
8164987	1/13/14	1/13/14	1/23/14	\$9,696.00	85	\$406.44	\$10,102.44
** Add daily interest in the amount of				\$15.29	April 18, 2014		
*** Add attorney's fees incurred							
TOTAL				\$31,008.00		\$1,621.67	\$32,629.67

- * Calculated at the rate of 18.00% annually
 ** Add daily interest in the amount of \$15.29 from April 18, 2014
 *** Claimant reserves the right to include recoverable attorney's fees within Claimant's PACA trust claim.

EXHIBIT B



Fruit and Vegetable Programs

Search PACA

<u>License No.</u>	<u>Date Issued</u>	<u>Anniversary Date</u>	<u>Status</u>
19143736	1/30/1953	1/30/2015	Active

Business Name

DEL MONTE FRESH PRODUCE N A INC

Business Address

241 SEVILLA AVENUE

City

CORAL GABLES

State Zip

FL 33134

Web Address Email

DCAMPOS@FRESHDELMONTE.COM

Phone

305 520-8056

Fax

305 448-6647

Mailing Address

PO BOX 149222

City

CORAL GABLES

State Zip

FL 33114

Reported Principal (Last Name, First Name)

THOMPSON, PETER M
FABIAN, EMILIANO
LAZOPOULOS, EMANUEL J
EL NAFFY, HANI
VICENTE, MONICA
DEL MONTE FRESH PRODUCE CO,
RICE, PAUL J
JORDAN, BRUCE A
CONTRERAS, RICHARD
TENAZAS, MARISSA R

Trade Names

DMFP
NATURE MADE
DMFP NA INC

Branch Name , Branch City , Branch State

DEL MONTE FRESH PRODUCE NA INC. WHITSETT, NC
DEL MONTE FRESH PRODUCE N A INC. AURORA, CO
DEL MONTE FRESH PRODUCE NA INC. DALLAS, TX
DEL MONTE FRESH PRODUCE NA INC. WINDER, GA
DEL MONTE FRESH PRODUCE NA INC. CANTON, MA
DEL MONTE FRESH PRODUCE NA INC. PHOENIX, AZ

DEL MONTE FRESH PRODUCE N A INC. JESSUP, MD
DEL MONTE FRESH PRODUCE N A INC. GALVESTON, TX
DEL MONTE FRESH PRODUCE N A INC. JACKSONVILLE, FL
DEL MONTE FRESH PRODUCE N A INC. SALT LAKE CITY, UT
DEL MONTE FRESH PRODUCE NA INC. FT LAUDERDALE, FL
DEL MONTE FRESH PRODUCE NA INC. FOREST PARK, GA
DEL MONTE FRESH PRODCUE N A INC. BLOOMFIELD, NJ
DEL MONTE FRESH PRODUCE N A INC. PLANT CITY, FL
DEL MONTE FRESH PRODUCE NA INC. AUBURN, WA
DEL MONTE FRESH PRODUCE N A INC. KANSAS CITY, MO
DEL MONTE FRESH PRODUCE NA INC. RICHMOND, CA
DEL MONTE FRESH PRODUCE N A INC. PORTLAND, OR
DEL MONTE FRESH PRODUCE N A INC. EDDYSTONE, PA
DEL MONTE FRESH PRODUCE N A INC. PALMETTO, FL
DEL MONTE FRESH PRODUCE N A INC. PORT HUENEME, CA
DEL MONTE FRESH PRODUCE N A INC. GLOUCESTER CITY, NJ
DEL MONTE FRESH PRODUCE N A INC. COLUMBUS, OH
DEL MONTE FRESH PRODUCE N A INC. KANKAKEE, IL
DEL MONTE FRESH PRODUCE N A INC. CHICAGO, IL
DEL MONTE FRESH PRODUCE N A INC. SANT FE SPGS, CA
DEL MONTE FRESH PRODUCE NA INC. SANGER, CA

To connect with the PACA National License Center, Apply for a PACA License, or check on the status of a firmâ€™s license, please contact us at:

1 (800) 495-7222, then Option #1 or email us at PACALicense@ams.usda.gov

To connect with our Good Delivery Hotline, or if you have any Good Delivery inquiries or contract-related issues, please contact us at:

1 (800) 495-7222, then Option #2

To connect with our PACA Manassas, VA Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #3 or email us at PACAManassas@ams.usda.gov

To connect with our PACA Fort Worth, TX Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #4 or email us at PACAFtWorth@ams.usda.gov

To connect with our PACA Tucson, AZ Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #5 or email us at PACATucson@ams.usda.gov

Reporting Level: Operating Unit

Reporting Entity: DMFP_NA_TRADE

Order By: Customer

Balancing Segment: 102

Invoice Number	Type	PO #/Ref#	Trans Date	Original Amount	Current	11-21 Days	22-30 Days	31-60 Days	61-90 Days	91-180 Days	Over 180 Days
LONG ISLAND BANANA, INC. 122775											

122775 LONG ISLAND BANANA, INC. -, 28 WILLIAM STREET, LYNDROOK, N NY 516 599-8844

8154031	PROF	ZK0418	02-DEC-13	11616.00				11,616.00			
8160780	PROF	ZM9305	27-DEC-13	9696.00			9,696.00				
8164987	PROF	ZQ1107	13-JAN-14	9696.00		9,696.00					

Total :				31,008.00	0.00	9,696.00	9,696.00	11,616.00	0.00	0.00	0.00
					0.00%	31.27%	31.27%	37.46%	0.00%	0.00%	0.00%

Site Credit Memos: 0.00

Site Payments: 0.00

Site Balance: 31,008.00

Customer Credit Memos: 0.00

Customer Payments: 0.00

Customer Type Total: 31,008.00

Company Total: 31,008.00

Grand Total:	31,008.00	0.00	9,696.00	9,696.00	11,616.00	0.00	0.00	0.00	0.00	0.00
		0.00%	31.27%	31.27%	37.46%	0.00%	0.00%	0.00%	0.00%	0.00%

Total Payments and Credit Memos: 0.00

Total Customer Balance: 31,008.00

INVOICE

Correspondence to:

DEL MONTE FRESH PRODUCE N.A., INC.
P.O. BOX 149222
CORAL GABLES, FL 33114-9222
(305) 520-8400

Remit Payments To:

DEL MONTE FRESH PRODUCE N.A., INC.
16989 COLLECTIONS CTR DR
CHICAGO IL 60693-0169

Bill To:

LONG ISLAND BANANA, INC.
28 WILLIAM STREET

LYNBROOK NY 11563-2347

[1156323478]

Ship To:

LONG ISLAND BANANA
28 WILLIAM STREET

LYNBROOK NY 11563

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer#	Manifest #
8154031	12/02/13	11/29/13	ZK0418	ZK0418		AP466W NJ	LST1348

PRODUCT DESCRIPTION

				OR	WHS	UP	SP	QTY	PRICE	TOTAL
B	PR 40 DM BANANAS		P S B	EC	HLW	HL	HL	960	\$12.10	\$11,616.00
	Product of Ecuador									
TI	099 DT	DELTATRAK-STRIPCHART TEMP. RE					HL	1	\$0.00	\$0.00

Invoice Total Please Remit in U.S. Dollars

\$11,616.00

Sales Person: 760

Customer #/Code: 122775 /LONGISLE

Trade Terms: D - DELIVERED SALE

Order Type: REGULAR

TERMS: NET 10 DAYS FROM INVOICE DATE

All purchases made subject to Del Monte Fresh Produce N.A., Inc. Terms and Conditions of Sale. You may obtain a copy of the Terms and Conditions of Sale by writing to:
Del Monte Fresh Produce N.A., Inc., P.O. BOX 149222, Coral Gables, FL 33114-9222 Attn: Credit Department, or by calling (305) 520-8400

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7U.S.C. §499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.

Past due invoices shall accrue interest at 1 ½% per month. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the cost of all legal action as an additional charge under the contract of sale covered by this invoice. Additionally, all interest and attorney's fees are sums owing in connection with the transaction.

COPY - NOT AN ORIGINAL INVOICE

DEL MONTE FRESH PRODUCE N.A., INC. REMITTANCE ADVICE

Bill To: 122775

Bill To Name: LONG ISLAND BANANA, INC.

P.O. #: ZK0418

S.O. #: ZK0418

Invoice #: 8154031

Invoice Date: 12/02/13

Invoice Amount: \$11,616.00

Remittance Amount:

BILL OF LADING

Ship From

Holt - Port Gloucester
701 North Broadway
Gloucester City NJ 08030

0

Del Monte Fresh Produce N.A., Inc.

Transportation Contact

EDWARD SCHMELTZER
PO BOX 149222
Coral Gables FL 331149222

Bill To:

LONG ISLAND BANANA, INC.
28 WILLIAM STREET
LYNBROOK NY 115632347

Sales Order# ZK0418

DM Truck ID: 4196319

Ship Date: 11/29/13

Sales Person: Lopez, Cuky

P.O. Number 1:

P.O. Number 2:

Carrier/Broker: DE MARCO PRODUCE INC.

DELIVER ON: 12/2/2013

Ship To:

LONG ISLAND BANANA
28 WILLIAM STREET

LYNBROOK NY
(516) 599-8844

UNITS	COMMODITY DESCRIPTION
-------	-----------------------

960	Bananas Del Monte Premium Consumer Bags Surface Palletized Product of Ecuador
-----	--

Shipping Instructions:

Temp Recorder(s): 6339
Total Quantity Shipped: 960
Carrier: AE DISTRIBUTION
License: AP466W NJ

Total Est. Net Weight: 38,400
Total Palletized Weight: 44,000
Time In: 14:48:00
Time Out: 16:46:46

DRIVER READ CAREFULLY BEFORE SIGNING:

- o Maintain delivery air temperature @ **60°F** in continuous operation mode. Failure to do so may result in damage claims. Notify shipper of any significant variations.
- o I have received the merchandise described above in good shipping condition and have verified the count.
- o I am satisfied that said manifest is loaded and properly braced, and I will be responsible for shortages and damages.
- o The Carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
- o Carrier acknowledges that payment by shipper to named broker constitutes full and final payment to carrier.
- o Del Monte Fresh will take payment discount based on what is stated on the invoice or what is agreed to in a written agreement.
- o Unless actual carrier is approved in writing by Del Monte, Broker shall be deemed the carrier and shall be responsible for any and all claims for loss or damage to cargo.
- o Carrier or its agent certifies that the TRU equipment furnished for loading this shipment is in compliance with California regulations.

DRIVER'S SIGNATURE

SHIPPER'S SIGNATURE

CONSIGNEE

INVOICE

Correspondence to:

DEL MONTE FRESH PRODUCE N.A., INC.
P.O. BOX 149222
CORAL GABLES, FL 33114-9222
(305) 520-8400

Remit Payments To:

DEL MONTE FRESH PRODUCE N.A., INC.
16989 COLLECTIONS CTR DR
CHICAGO IL 60693-0169

Bill To:

LONG ISLAND BANANA, INC.
28 WILLIAM STREET

LYNBROOK NY 11563-2347

[1156323478]

Ship To:

LONG ISLAND BANANA
28 WILLIAM STREET

LYNBROOK NY 11563

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer#	Manifest #
8160780	12/27/13	12/24/13	ZM9305	ZM9305		AP423K NJ	LMS1351

PRODUCT DESCRIPTION

				OR	WHS	UP	SP	QTY	PRICE	TOTAL
B	40	RO BANANAS	P S B	CR	HLW	HL	HL	960	\$10.10	\$9,696.00
		Product of Costa Rica								
XP	65	BLUE CHEP PALLETS	S	US	HLW	HL	HL	20	\$0.00	\$0.00

Invoice Total Please Remit in U.S. Dollars

\$9,696.00

Sales Person: 760

Customer #/Code: 122775 /LONGISLE

Trade Terms: D - DELIVERED SALE

Order Type: REGULAR

TERMS: NET 10 DAYS FROM INVOICE DATE

All purchases made subject to Del Monte Fresh Produce N.A., Inc. Terms and Conditions of Sale. You may obtain a copy of the Terms and Conditions of Sale by writing to:
Del Monte Fresh Produce N.A., Inc., P.O. BOX 149222, Coral Gables, FL 33114-9222 Attn: Credit Department, or by calling (305) 520-8400

The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7U.S.C. s499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.

Past due invoices shall accrue interest at 1 1/2% per month. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the cost of all legal action as an additional charge under the contract of sale covered by this invoice. Additionally, all interest and attorney's fees are sums owing in connection with the transaction.

COPY - NOT AN ORIGINAL INVOICE

DEL MONTE FRESH PRODUCE N.A., INC. REMITTANCE ADVICE

Bill To: 122775

Bill To Name: LONG ISLAND BANANA, INC.

P.O. #: ZM9305

S.O. #: ZM9305

Invoice #: 8160780

Invoice Date: 12/27/13

Invoice Amount: \$9,696.00

Remittance Amount:

BILL OF LADING

Ship From

Holt - Port Gloucester
701 North Broadway
Gloucester City NJ 08030

0

Del Monte Fresh Produce N.A., Inc.

27 E

Transportation Contact

EDWARD SCHMELTZER
PO BOX 149222
Coral Gables FL 331149222

Bill To: LONG ISLAND BANANA, INC.
28 WILLIAM STREET
LYNBROOK NY 115632347

Sales Order# ZM9305

DM Truck ID: 4204553

Ship Date: 12/24/13

Sales Person: Lopez, Cuky

P.O. Number 1:

P.O. Number 2:

Carrier/Broker: DE MARCO PRODUCE INC.

DELIVER ON: 12/26/2013

Ship To: LONG ISLAND BANANA
28 WILLIAM STREET
LYNBROOK NY
(516) 599-8844

UNITS COMMODITY DESCRIPTION

20 BLUE CHEP PALLETS
960 Bananas Rosy Consumer Bags Surface Palletized
Product of Costa Rica

Shipping Instructions:

Temp Recorder(s):
Total Quantity Shipped: 980
Carrier: MANN CHARDIKALA
License: AP423K NJ

Total Est. Net Weight: 38,400
Total Palletized Weight: 43,240
Time In: 10:50:00
Time Out: 12:20:04

DRIVER READ CAREFULLY BEFORE SIGNING:

- o Maintain delivery air temperature @ **60°F** in continuous operation mode. Failure to do so may result in damage claims. Notify shipper of any significant variations.
- o I have received the merchandise described above in good shipping condition and have verified the count.
- o I am satisfied that said manifest is loaded and properly braced, and I will be responsible for shortages and damages.
- o The Carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
- o Carrier acknowledges that payment by shipper to named broker constitutes full and final payment to carrier.
- o Del Monte Fresh will take payment discount based on what is stated on the invoice or what is agreed to in a written agreement.
- o Unless actual carrier is approved in writing by Del Monte, Broker shall be deemed the carrier and shall be responsible for any and all claims for loss or damage to cargo.
- o Carrier or its agent certifies that the TRU equipment furnished for loading this shipment is in compliance with California regulations.

DRIVER'S SIGNATURE

SHIPPER'S SIGNATURE

CONSIGNEE

INVOICE

Correspondence to:

DEL MONTE FRESH PRODUCE N.A., INC.
P.O. BOX 149222
CORAL GABLES, FL 33114-9222
(305) 520-8400

Remit Payments To:

DEL MONTE FRESH PRODUCE N.A., INC.
16989 COLLECTIONS CTR DR
CHICAGO IL 60693-0169

Bill To:

LONG ISLAND BANANA, INC.
28 WILLIAM STREET

LYNBROOK NY 11563-2347

[1156323478]

Ship To:

LONG ISLAND BANANA
28 WILLIAM STREET

LYNBROOK NY 11563

Invoice #	Invoice Date	Ship Date	Order #	PO #1	PO #2	AWB/Trailer#	Manifest #
8164987	01/13/14	01/10/14	ZQ1107	ZQ1107			LST1402

PRODUCT DESCRIPTION

				OR	WHS	UP	SP	QTY	PRICE	TOTAL
B	40	RO BANANAS	P S B	CR	HLW	HL	HL	960	\$10.10	\$9,696.00
		Product of Costa Rica								
XP	65	BLUE CHEP PALLETS	S	US	HLW	HL	HL	20	\$0.00	\$0.00

Invoice Total Please Remit In U.S. Dollars

\$9,696.00

Sales Person: 760

Customer #/Code: 122775 /LONGISLE

Trade Terms: D - DELIVERED SALE

Order Type: REGULAR

TERMS: NET 10 DAYS FROM INVOICE DATE

All purchases made subject to Del Monte Fresh Produce N.A., Inc. Terms and Conditions of Sale. You may obtain a copy of the Terms and Conditions of Sale by writing to:
Del Monte Fresh Produce N.A., Inc., P.O. BOX 149222, Coral Gables, FL 33114-9222 Attn: Credit Department, or by calling (305) 520-8400

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Past due invoices shall accrue interest at 1 ½% per month. If overdue accounts are referred to an attorney, you agree to pay our reasonable attorney's fees plus the cost of all legal action as an additional charge under the contract of sale covered by this invoice. Additionally, all interest and attorney's fees are sums owing in connection with the transaction.

COPY - NOT AN ORIGINAL INVOICE

DEL MONTE FRESH PRODUCE N.A., INC. REMITTANCE ADVICE

Bill To: 122775

Bill To Name: LONG ISLAND BANANA, INC.

P.O. #: ZQ1107

S.O. #: ZQ1107

Invoice #: 8164987

Invoice Date: 01/13/14

Invoice Amount: \$9,696.00

Remittance Amount:

BILL OF LADING

Ship From

Del Monte Fresh Produce N.A., Inc.

Holt - Port Gloucester

701 North Broadway

Gloucester City NJ 08030

0

Transportation Contact

EDWARD SCHMELTZER

PO BOX 149222

Coral Gables FL 331149222

Bill To:

LONG ISLAND BANANA, INC.

28 WILLIAM STREET

LYNBROOK

NY

115632347

Sales Order# ZQ1107

DM Truck ID: 4210279

Ship Date: 01/10/14

Sales Person: Lopez, Cuky

P.O. Number 1:

P.O. Number 2:

Carrier/Broker: DE MARCO PRODUCE INC.

DELIVER ON: 1/11/2014

Ship To:

LONG ISLAND BANANA

28 WILLIAM STREET

LYNBROOK

NY

(516) 599-8844

UNITS COMMODITY DESCRIPTION

20 BLUE CHEP PALLETS

960 Bananas Rosy Consumer Bags Surface Palletized
Product of Costa Rica

Shipping Instructions:

Temp Recorder(s):

Total Quantity Shipped: 980

Carrier: DE MARCO PRODUC

License:

Total Est. Net Weight: 38,400

Total Palletized Weight: 43,240

Time In: 15:45:00

Time Out: 16:49:56

DRIVER READ CAREFULLY BEFORE SIGNING:

o Maintain delivery air temperature @ **60°F** in continuous operation mode. Failure to do so may result in damage claims. Notify shipper of any significant variations.

o I have received the merchandise described above in good shipping condition and have verified the count.

o I am satisfied that said manifest is loaded and properly braced, and I will be responsible for shortages and damages.

o The Carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

o Carrier acknowledges that payment by shipper to named broker constitutes full and final payment to carrier.

o Del Monte Fresh will take payment discount based on what is stated on the invoice or what is agreed to in a written agreement.

o Unless actual carrier is approved in writing by Del Monte, Broker shall be deemed the carrier and shall be responsible for any and all claims for loss or damage to cargo.

o Carrier or its agent certifies that the TRU equipment furnished for loading this shipment is in compliance with California regulations.

DRIVER'S SIGNATURE

SHIPPER'S SIGNATURE
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CONSIGNEE